

EXHIBIT A

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Attorneys for Plaintiffs

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH**

MATHEW SHAW and BROOKE SHAW,

Plaintiffs,

v.

JULIUS MWALE and KAILA MWALE,

Defendants.

**DECLARATION OF AARON B. CLARK
IN SUPPORT OF *EX PARTE* MOTION
FOR ALTERNATIVE SERVICE**

Case No. 1:24-cv-00122

Judge Ann Marie McIff Allen
Magistrate Judge Daphne A. Oberg

I, Aaron B. Clark, state and declare as follows:

1. I am over the age of 18, am competent to testify, and have personal knowledge of the matters testified to herein.
2. I am a member of the Utah State Bar and am licensed to practice law in the State of Utah. I am a shareholder at Dentons Durham Jones & Pinegar, P.C., and am one of the attorneys representing the Plaintiffs in this action.

3. I represented Plaintiffs during the negotiation of the Loan Modification Agreement and the corresponding Affidavits for Judgment by Confession for Money Due signed by Defendants.

4. Attorney Matthew Weiss, a New York attorney, represented Kaila Mwale in the negotiation of the Loan Modification Agreement, and also facilitated the signature of Julius Mwale on the related Release Agreement.

5. During these negotiations, and up through the present, I communicated via email with Mr. Weiss on numerous occasions, with Mr. Weiss using the email address mjweiss@weissandassociatespc.com.

6. On behalf of Plaintiffs, I filed the Complaint in the present action against Defendants on July 19, 2024 (the “**Complaint**”).

7. On July 19, 2024, the same day the Complaint was filed, I emailed a courtesy copy of the Complaint to Mr. Weiss and asked whether Mr. Weiss would accept service for the Defendants. In his reply email, Mr. Weiss acknowledged receipt of the Complaint, but he explained that he was not authorized to accept service, though he would “discuss with my client and let you know if that changes.”

8. The Shaws provided me with the address of the personal residence of Defendants, which residence they had personally visited several times. That address is 10 Serenity Lane, Alamo, California 94507.

9. I hired Aboingo Services to serve process of the Complaint and Summons on Defendants at 10 Serenity Lane, Alamo, California 94507. After numerous attempts to serve Defendants at that address, Aboingo Services was unable to accomplish service.

10. I had a telephone conversation with Mr. Weiss on Monday, August 12, 2024, during which Mr. Weiss offered to make someone available to accept service of the Complaint at the Alamo residence on Friday, August 16, 2024, if the Shaws would take down their website (www.juliusmwale.com) that publicly publishes a copy of the Complaint. Mr. Weiss claimed that the Mwales have already lost \$5 million in business from the Shaws having published the website with the Complaint. When I tried to clarify with Mr. Weiss whether he also represented Julius, Mr. Weiss said that he still only represents Kaila, but Julius had “given [him] authority to negotiate on his [Julius’s] behalf” for purposes of offering to accept service if the Shaws took down the website. The Shaws declined the offer.

11. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: August 21, 2024.

/s/ Aaron B. Clark
Aaron B. Clark